

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

TRG Advisory Services, LLC

2. Registration Number

6596

3. Name of Foreign Principal

Embassy of the United Arab Emirates

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? July 15, 2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The agreement for the Registrant to provide services to the Embassy of the United Arab Emirates has been extended for an additional three years, from September 2021 through September 2024. Services provided will be the production, distribution and promotion of podcasts with a particular focus on programs associated with science, technology, cultural diplomacy, education, tolerance, values, women's empowerment, and related areas.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See item 8 above and the enclosed engagement letter.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

TRG Advisory Group, LLC is not a lobbying organization and does not engage in any lobbying activities on behalf of the Embassy of the United Arab Emirates or anyone else, nor has it ever done so. Certain topics addressed by the participants in the podcast series described in the Registrant's prior supplemental statements reference the political or public interests, policies, or relations of the UAE. Please see the supplemental statements for further information.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



July 15, 2021

Ambassador Yousef Al Otaiba
Embassy of the United Arab Emirates
3522 International Court NW
Washington, D.C. 20008

Dear Mr. Ambassador,

David Rothkopf
Chief Executive Officer

The following letter outlines the terms of our renewal agreement for The Rothkopf Group, Inc. (TRG) to provide services to the Embassy of the United Arab Emirates to develop and support specific programs and initiatives within the United States—with a particular focus on programs associated with science, technology, cultural diplomacy, education, tolerance, values, women's empowerment, and related areas to be specified by you and your designees.

The period of this agreement will be three years. It will commence as of September, 2021 and will continue through September 30, 2024.

Preliminary Statement of Work

As under the terms of our existing agreement, TRG and our principles including myself will be available on an as-needed basis to provide support to the embassy and other entities you may designate. We would:

- Provide day-to-day advice on the development of messages and concepts on any and all topics within the above-noted ambit of our expertise.
- Propose specific program initiatives in the subject areas including events, media projects, outreach efforts and the development of on-going academic, public, expert or other programs.
- Prepare memoranda, talking points, research and otherwise support the development of work in these areas as needed.
- Determine funding and logistical requirements for the initiatives, timelines and other parameters.
- Manage and oversee each of the programs we develop. This shall include but not be limited to the production of video content for social media, podcasts, live streaming events, events and other content as required.

A more detailed scope of work for each element of our efforts will be develop as they are assigned to us by you and the embassy.



Events would be rolled out on an as required basis and it is anticipated they may change in form and focus over the term of this agreement.

Terms

The UAE Embassy agrees to enter into a three-year consulting agreement with TRG. The monthly fee for advisory services would be \$50,000. Under the terms of our existing agreement, the embassy has chosen to pay these fees on an annual basis in advance in exchange for a 10 percent discount. Under that arrangement, the annual fee payable prior to October 1 of each year will be \$540,000.

David Rothkopf
Chief Executive Officer

We will submit an invoice for above noted payments one month prior to the payment due dates.

Any additional amounts associated with creating and administering specific new programs would be negotiated separately based on the projects in question. It is anticipated the initial projects would be undertaken directly with the embassy, funded by the embassy and that these might be focused on the areas of cultural diplomacy and science and technology and that one or more of these would be designated, funded and initiated within the first six months following the initiation of this agreement. TRG Advisory Services fees for the development of these project ideas and plans are covered under the terms of this agreement. TRG fees for the development and management of these projects would be a flat 30 percent management fee of the project budget unless otherwise indicated in a separate agreement.

This agreement would be effective immediately. Should either party wish to cancel the agreement they must do so in writing no less than 90 days prior to the initiation of the next annual payment period (October 1 of each respective year.) Such written cancellation can only be done on an annual basis. Absent such a written withdrawal from the agreement, it will continue throughout the three-year period cited above.

To reflect your acceptance of the above terms, please sign in the space indicated below.

With warm regards,

David Rothkopf
CEO

Agreed and accepted: Yamf Othman
(For the Embassy of the UAE)

Date: July 22, 2021